

LEASE

THIS LEASE is entered into as of the 17th day of May, 1985, between Assunta Desimone, individually, and Rainier National Bank, Mondo Desimone and Rose D. Maselli, as Trustees under the Last Will and Testament of Giuseppe Desimone, deceased, referred to in this Lease as the "Lessor," and Douglas R. Scheumann, Richard E. Scheumann, Keith C. Howell, and G. A. Welch, all of whom are doing business as Fremont Associates, a partnership. This Lease takes the place of the Lease between the Lessor and Constructors-Pamco dated January 1, 1985, for the Premises described herein, and said January 1, 1985, Lease is hereby cancelled, and shall be of no further force or effect whatsoever, as of the date hereof.

1. Premises. Lessor hereby leases to the Lessee, and the Lessee hereby leases from Lessor, those portions of Government Lots 5, 6, 7 and of the northwest quarter of the southeast quarter, and of the northwest quarter, all in Section 4, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the northeasterly margin of Primary State Highway No. 1, as established by King County Superior Court Cause No. 529021, with the southeasterly margin of a 60 foot strip of land, as described in Memorandum of Lease, recorded under Auditor's File No. 4759860, records of said County; thence northwesterly along said northeasterly margin to the intersection of the line as described in the Boundary Agreement between Commercial Waterway District No. 1, A Municipal Corporation of the State of Washington and The National Bank of Commerce, et al., recorded under Auditor's File No. 4839445; thence northeasterly along said agreement line to the north easterly boundary of the proposed extension of the Duwamish Waterway, said northeasterly line being 225 feet northeasterly of the centerline of the existing waterway extended southeasterly; thence southeasterly along said northeasterly boundary to the southeasterly margin of said 60 foot strip of land; thence southwesterly along said southeasterly margin to the point of beginning.

TOGETHER WITH the appurtenances now or hereafter thereon, hereinafter called the "Premises," subject, however, to mortgages, liens, encumbrances, building occupancy and other restrictions of record, and ordinances and regulations now or hereafter lawfully imposed by any government or agency thereof, and a Lease to The Boeing Company dated November 14, 1956, which includes the non-exclusive right to use for road purposes a strip of land 60 feet in width along the southeastern boundary of the Premises, a Memorandum of which has been recorded under King County Auditor's File No. 4759860. SUBJECT ALSO to an existing Lease dated October 15, 1984, with Century Construction Company. Assuming Lessee does not exercise its right as set forth in paragraph 5 to cancel this Lease, at the end of the first three (3) months of the Lease term, Lessor shall assign said Century Construction Company Lease to Lessee, unless the ferry boat and other encroachments described in paragraph 11 have not yet been removed, in which case Lessor shall assign said Lease to Lessee only when the ferry boat and other encroachments have been removed, or at the end of the first nine (9) months of the Lease term, whichever is sooner. After the assignment of said Lease to Lessee, Lessee shall receive the rental payments from said Lease described above, but until then, Lessor shall receive the rental payments, with no later adjustment of any such rental payments.

2. Term. The term of this Lease shall be for twelve (12) years, commencing on the first day of May, 1985, and ending on the last day of April, 1997.

3. Rental. The Lessee shall pay Lessor as rental for the Premises during the period beginning with the first month and through the third month of the Lease term, i.e., from May 1,

1985, through July, 1985, a monthly rental of One Thousand Thirty Four Dollars (\$1,034.00). The Lessee shall pay Lessor as rental for the Premises during the period beginning with the fourth month and through the twenty-fourth month of the Lease term, i.e., from August 1, 1985, through April, 1987, a monthly rental of Two Thousand Sixty Nine Dollars (\$2,069.00). The Lessee shall pay Lessor as rental for the Premises during the next five years of the Lease term, i.e., from May 1, 1987, through April, 1992, a monthly rental of Three Thousand Dollars (\$3,000.00). The Lessee shall pay Lessor as rental for the Premises during the final five years of the Lease term, i.e., from May 1, 1992, through April, 1997, a monthly rental as follows:

<u>Year</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
8	\$ 63,000.00	\$ 5,250.00
9	69,300.00	5,775.00
10	76,230.00	6,352.50
11	83,853.00	6,987.75
12	92,238.00	7,686.50

All of said monthly rentals shall be paid in lawful money of the United States of America in advance on or before the first day of each calendar month of the Lease term. All rental payments shall be paid to the Lessor at:

c/o Trust Department
Rainier National Bank
P. O. Box C-34029
Seattle, Washington 98124

or to whatever other address the Lessor or its agent may designate.

4. Deposit. Concurrently with the execution of this Lease, Lessee has paid to Lessor the sum of One Thousand Thirty Four Dollars (\$1034.00) as a lease deposit. The said One Thousand Thirty Four Dollar (\$1034.00) lease deposit shall, in the event of the full performance of all of the agreements in

this Lease to be performed by Lessee, be returned to Lessee within thirty (30) days after the expiration of the Lease term or after the earlier termination of the Lease. Otherwise, said One Thousand Thirty Four Dollar (\$1034.00) lease deposit shall belong to Lessor as part of the consideration for the execution of this Lease.

5. Right of Cancellation. Notwithstanding the foregoing, in the event that Lessee in its sole discretion shall determine that it is unable to operate its business on the Premises as anticipated and/or contemplated, the Lessee may cancel this Lease at any time during the first three (3) months of the term hereof upon written notice thereof given to the Lessor. Upon the execution of this Lease, Lessee shall immediately proceed at its expense to do whatever is necessary to have the encroachments on the Premises (which are described in paragraph 11) removed. In the event that Lessee has been unable by the end of the first three (3) months of the term hereof, through legal process, if necessary, to obtain the actual removal of the ferry boat and other encroachments, then the Lessee shall have an additional six (6) months during which it may cancel this Lease if Lessee has used reasonable effort and due diligence to obtain the removal of the encroachments but has been unable to do so. In the event of such a cancellation, Lessee shall furnish to Lessor without charge any and all studies, reports, applications, or surveys which Lessee received or obtained in connection with the Premises.

6. Option to Renew.

(a) Lessor grants to Lessee an option to renew the term of this Lease for two additional terms of five (5) years each, the first to commence on May 1, 1997, and end on the last day of April, 2002, and the second to commence on May 1, 2002, and end on the last day of April, 2007, such additional terms to

be on the same terms and conditions as are contained herein, except that the rental payments under said additional terms shall be adjusted to be the fair market rental value (established as set forth herein) of the Premises as of the date of commencement of each such additional term. Lessee shall exercise its option to renew by giving Lessor written notice thereof at least twelve (12) months but no more than eighteen (18) months before the end of the term of this Lease, or before the end of the first extended term, as the case may be. The parties shall have thirty (30) days thereafter in which to arrive at a mutually agreeable rental amount. If they do not so agree, then the Lessee shall immediately appoint an M.A.I. appraiser. The appraiser shall then determine the fair market rental value of the Premises, excluding the value of any improvements constructed by Lessee, as of the date of commencement of the first or second renewed term of the Lease, as the case may be. After the determination, the Lessor may either accept it, or if it disagrees with the amount, it shall within thirty (30) days after having received a copy of the appraisal, appoint a second appraiser. The second appraiser shall review the first appraisal, and if he agrees with it, the appraisal shall be binding. If he disagrees with the amount of the appraisal, then the two appraisers shall promptly appoint a third appraiser. If the two appraisers cannot agree upon a third appraiser, or if either party fails to appoint an appraiser at the times set forth herein, then either party to the Lease may, after written notice to the other party, apply to the Presiding Judge of King County for the appointment of a third appraiser. The three appraisers shall then determine the fair market rental value of the Premises, as of the date of commencement of the first or second renewed term of the Lease, as the case may be. The decision of two of the three appraisers shall be binding. All

appraisers shall be M.A.I. appraisers engaged full time in the business of appraising real estate in the State of Washington. The Lessor and Lessee shall share equally all cost of appraisal, one half to each.

(b) Lessor shall not be obligated to accept rental for the first additional term of less than the rental amount owing during the last five years of the initial term, or for the second additional term of less than the rental amount owing during the first additional term. Notwithstanding the foregoing, if, during the first additional term, Lessor receives an offer from a third party to purchase the Premises to take effect as of (or to close after) the end of the first additional term, and if Lessor would accept that offer were it not for Lessee's option to renew for a second additional term, Lessor shall give written notice to Lessee of that offer, and Lessee shall have forty-five (45) days thereafter to indicate whether it will purchase the Premises on the same terms and conditions as are contained in that offer from a third party. If Lessee fails to notify Lessor in writing within that forty-five (45) day period that it will purchase on the same terms, then Lessee's option to renew for a second additional term shall be of no further force or effect, this Lease shall expire as of the end of the first additional term, and Lessor shall be free to accept the third party offer. Also notwithstanding the foregoing, the options to renew granted by this paragraph 6 shall have no force or effect whatsoever, and this Lease shall terminate on the last day of April, 1997, or upon the end of the first additional term, as the case may be, unless, as of the time Lessee gives its declaration of intention to exercise its option and as of the time of the commencement of the additional Lease term, Lessee is not in default of the covenants and agreements in this Lease to be performed by Lessee.

7. Taxes, Utilities and Other Charges. The Lessee hereby covenants and agrees to pay, at least ten (10) days before delinquency (or to reimburse Lessor for the payment of, whichever Lessor shall direct), all taxes, general and special, assessments, including assessments for local improvements, all charges for electricity, telephone, heat, gas, water, sewer and garbage removal, and all other public service or utility charges of every kind and type, inspection fees, and every other charge of every and any kind, whether herein enumerated or otherwise, that may be levied, assessed, charged, or imposed upon or against the Premises or any improvements thereon during the term of this Lease and beginning retroactively as of January 1, 1985. In the event that Lessee cancels this Lease during the first nine (9) months of the term hereof, pursuant to the provisions of paragraph 5, Lessee shall only be obligated to pay real estate taxes for the Premises during the period beginning as of January 1, 1985, and up to the date of cancellation, and if Lessee has already paid taxes for all or a portion of 1985, and cancels before the end of that year, Lessor shall refund to Lessee a portion of the taxes so paid, pro-rated from January 1, 1985, to the date of cancellation. In the event that Lessee cancels prior to having paid any portion of the 1985 taxes, Lessee shall pay Lessor an amount equal to those taxes, pro-rated from January 1, 1985, to the date of cancellation. Nothing herein shall be construed to impose an obligation on either party hereto to incur any expense or to be in any way responsible by contract, tort or otherwise, for the repair, correction or modification of the Premises due to any alleged deficiency or condition which existed and/or was created prior to the date of the commencement of this Lease other than a condition requiring correction because of Lessee's use of the Premises. The foregoing sentence does not refer in any way to

the present unavailability of utilities at the Premises, and does not alter Lessee's obligation to pay all assessments for utilities, or to obtain the removal of the encroachments as set forth in paragraph 5. This shall be an absolutely net Lease, and shall at all times yield to the Lessor the net rental provided for in paragraphs 3 and 6 of this Lease, except for any income taxes that may be payable by the Lessor to the United States of America or to any state under any existing or future law. It shall be the Lessee's sole responsibility to ascertain the amounts due and the due dates of all said taxes, assessments and charges, and the Lessor shall in no event be liable for failing to ascertain or notify the Lessee of the amounts or the due dates of any of said taxes, assessments and charges, except that Lessor shall forward to Lessee any such tax statements or invoices that Lessor may receive. Lessee shall deliver to the Lessor receipts showing payment of all said taxes, assessments and charges, as soon as they are paid.

8. Right to Contest Taxes, Assessments and Charges. The Lessee shall have the right to contest all taxes, assessments and other governmental charges which it herein agrees to pay, and any and all laws, rules, orders, ordinances and regulations which it has anywhere herein agreed to comply with, and shall have the right to defer payment or compliance pending the determination of such contest. The Lessee hereby covenants and agrees to indemnify the Lessor against any liability, loss, damage, cost or expense resulting from the deferment of payment, noncompliance with or contest of any such tax, assessment, or governmental charge so contested or the noncompliance with or contest concerning any such law, rule, order, ordinance or regulation so contested. Upon demand of the Lessor, the Lessee agrees to furnish the Lessor an indemnity bond from a company authorized to issue such bonds in the State of Washington,

indemnifying the Lessor against such liability, loss, damage, cost or expense.

9. Use of Premises. The Lessee shall comply with all laws, rules, orders, ordinances and regulations of any governmental agency having jurisdiction of the Premises affecting said Premises or the use thereof. Lessor has made no representations that the condition of the Premises on the date of the commencement of the term hereof complies with the requirements of any federal, state, county or other governmental entity or that any governmental permits have been obtained or are in good standing with reference to the ownership or use of the Premises, and the Lessee agrees to satisfy all such lawful governmental rules, orders, ordinances, and regulations and to obtain any such permits, all at its sole cost and expense. The Lessee shall use the Premises for activities in conjunction with or incidental to its construction work. This may include but is not limited to the storing of equipment, the repair and servicing of equipment, the storing of materials and supplies, the fabrication and repair of parts and machinery or similar type activities. Lessee shall not use the Premises for any other purpose without the prior written approval of the Lessor, which shall not be unreasonably withheld.

10. Improvements. The Lessee, at its expense, may at any time construct or alter improvements of any kind on the Premises, including filling or grading, provided those improvements are constructed or altered in accordance with all applicable regulations and requirements of any governmental authority having jurisdiction thereof and in accordance with plans first approved in writing by Lessor, which approval Lessor shall not unreasonably withhold. All such improvements as are made may be removed by the Lessee at any time, except that any drainage pipes or culverts, gravelling or filling of the surface, and

fences shall not be removed without the prior written consent of Lessor, and at the expiration or earlier termination of the Lease, all such drainage pipes or culverts, gravelling, fill and fences shall become the property of the Lessor and shall remain in and be surrendered with the Premises as a part thereof without payment therefor.

11. Acceptance and Care of Premises. Lessee acknowledges that it has thoroughly examined the Premises, and that it accepts the same in their present condition and waives all claims of any nature that may arise therefrom. The parties acknowledge that a tenant of adjoining property has encroached on the Premises by storing items on a portion of the Premises, and by mooring an old ferry boat at the Premises. The Lessor confirms that it has no agreement with that tenant or any other person or entity (other than the Lease to Century Construction Company referred to in paragraph 1) which would entitle anyone to so encroach on the Premises. Lessee acknowledges that no utilities are available to the Premises, and that such lack of availability of utilities shall not affect in any way the validity of this Lease. The Lessee covenants and agrees that any buildings or improvements hereafter constructed on the Premises shall be kept, both inside and out, in good condition and repair at the Lessee's sole cost and expense, including, but not limited to, exterior walls, roof, foundation, glass, plumbing, wiring and fixtures in or connected with the Premises, and that any needed repairs shall be made with all reasonable promptness.

12. Surrender of Premises. Lessee agrees that at the expiration or earlier termination of this Lease, it will quit and surrender the Premises without notice and will deliver the Premises to the Lessor free and clear of all liens and encumbrances of any kind or nature. Any personal property upon the

Premises at the expiration or earlier termination of this Lease may be removed by the Lessor, and the Lessor may place the same in storage at a public warehouse at the expense and risk of the owners thereof, but the Lessor shall have no obligation to do so, or, at the option of Lessor, such property shall be deemed abandoned by the Lessee. Notwithstanding the foregoing, at the expiration or earlier termination of this Lease, at Lessor's option Lessee may be required to remove at its expense all personal property and any buildings or other structures (except for drainage pipes or culverts, gravelling and fences) then on the Premises.

13. No Liens or Encumbrances. Lessee agrees not to permit any lien or encumbrance from any source or for any purpose whatsoever to remain against the Premises for more than one week's duration during the term of this Lease, unless Lessee furnishes the Lessor with an indemnity bond from a company authorized to issue such bonds in the State of Washington, indemnifying the Lessor against any liability, loss, damage, cost or expense in the full amount of any such lien plus reasonable attorneys' fees.

14. Insolvency. In the event that any of the corporations who are collectively referred to as the Lessee herein becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, and such receiver, assignee or other liquidating officer is not discharged within thirty (30) days from the date of his appointment, then the Lessor may terminate this Lease at its option.

15. Hold Harmless Clause and Liability Insurance. The Lessee shall hold harmless and indemnify the Lessor and Lessor's agents from all liabilities, costs and expenses of every kind and nature whatsoever that may be claimed or accrue by reason of

any accident or injury in or about the leased Premises or as the result of the condition, maintenance or operation of the Premises and areas adjacent thereto, or caused by the acts or neglect of the Lessee or of any person whomsoever in or about the Premises. It is agreed that neither the Lessor nor the Lessor's agents shall be liable for the death of or injury to any person in or about the Premises, or for loss of or damage to any property in or about the Premises, and the Lessor shall not be liable to the Lessee or to any person for claims arising from any defect (whether known or unknown) in the construction or present condition of the Premises. Lessee agrees to keep in force bodily injury liability insurance and property liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) covering said Premises, all such insurance to be in a company or companies authorized to issue such insurance in the State of Washington, and to be for Lessor's benefit as its interests may appear. Lessee agrees to pay all premiums for such insurance, and upon request by Lessor, to deliver to Lessor evidence of the fact that such insurance is in force and will not be cancelled without at least thirty (30) days' prior written notice by said insurance company or companies to Lessor.

16. Eminent Domain. If, during the term of this Lease, a portion of the Premises shall be taken as the result of the exercise of the power of eminent domain, or pursuant to negotiation under the threat of the power of eminent domain, this Lease shall thereupon terminate as to such portion so taken, and shall remain in full force and effect as to the remaining portion, and the amount of the rental to become payable hereunder on or after the date title is vested in or possession taken by the condempnor, whichever first occurs, pursuant to the eminent domain proceedings, shall be reduced in the ratio that the portion taken of the square foot area of the land described in paragraph

1 hereof, bears to the entire square foot area of said land described in paragraph 1 hereof; provided, however, that if the taking is of more than fifty percent (50%) of the square foot area of the Premises, Lessee shall have the option to terminate this Lease as of the date title is vested in or possession taken by the condemnor, such option to be exercised by written notice given to Lessor at least thirty (30) days prior to the proposed termination date. The parties agree that Lessor shall be entitled to all condemnation awards, and that Lessee shall have no claim against the Lessor for the value of any unexpired term of this Lease, except that the Lessee shall be entitled to receive any sums specifically awarded to compensate Lessee for relocating its business or moving its personal property from the Premises. Current rent shall be apportioned as of the date title is vested in or possession taken by the condemnor in connection with any such taking.

17. Default. If, at any time during the term of this Lease, the Lessee shall fail to pay the rentals provided for herein, or if the Lessee shall fail to comply with any of the other terms and conditions of this Lease, the Lessor may give written notice to the Lessee to pay such rentals or otherwise comply with the terms and provisions of this Lease, as the case may be. If such default is not cured within fifteen (15) days as to a default in the payment of rent or within thirty (30) days as to any other default after such notice, the Lessor shall have, in addition to such remedies as may be afforded by the laws of the State of Washington, the power and right to declare this Lease terminated and re-enter the Premises, but notwithstanding such remedies or termination and re-entry by the Lessor, the liability of the Lessee for the rent provided for herein shall continue, and in discharge of such liability the Lessee covenants and agrees to make good to the Lessor any

deficiency arising from the re-entry and re-letting of the Premises at a lesser rental than herein reserved, and to pay such deficiency each month as the amount thereof is ascertained by the Lessor.

18. Lessor May Perform. If the Lessee, after thirty (30) days written notice, fails to do any act or thing required to be done by the Lessee under this Lease, except to pay rent, the Lessor shall have the right, at its sole option, but not the obligation, to do such act or thing on behalf of the Lessee, and upon notification of the Lessor's expenditure in connection therewith, the Lessee shall immediately repay the Lessor the amount thereof plus interest at two percentage points above the most favorable then prevailing interest rate which Rainier National Bank charges its commercial borrowers, but not in excess of the then maximum legal rate per annum from the date of the Lessor's expenditure to the date of the Lessee's repayment.

19. Attorneys' Fees. If, by reason of any default on the part of the Lessee or the Lessor in the performance of any of the terms or provisions of this Lease, it becomes reasonable and necessary for the Lessor or the Lessee to employ an attorney, the defaulting party agrees to pay all costs, expenses and attorneys' fees reasonably expended or incurred by the non-defaulting party in connection therewith.

20. Non-Waiver. The failure of the Lessor to insist upon strict performance of any of the terms and provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms or conditions, or of any other term or condition, but the same shall be and remain in full force and effect. The receipt of rent, with or without knowledge of any breach of this Lease, shall not be deemed to be a waiver as to any breach of any term or provision contained herein. The receipt of rent after any breach of this Lease shall be construed to be a

payment for the use and occupancy of the Premises, and no waiver shall be claimed as to any term or provision of this Lease unless the same be in writing signed by the Lessor.

21. Notices. Any notice, consent, request or other communication provided for in this Lease shall be in writing, and such notice, consent, request or other communication shall be sent by registered or certified mail to the Lessor at:

c/o Trust Department
Rainier National Bank
P. O. Box 3966 (NO3-5)
Seattle, Washington 98124

and to the Lessee at:

c/o Mr. Douglas Scheumann
3600 Fremont North
Seattle, Washington 98103

or to such other address or entity as the party to receive the notice, consent, request or other communication may hereafter designate to the other party, or shall be personally delivered to the party to receive the same.

22. Remaining in Possession. If the Lessee remains in possession of the Premises after the expiration or earlier termination of this Lease, the Lessee shall be deemed to be occupying the Premises as a tenant from month to month, subject to all the provisions of this Lease insofar as they are applicable to a tenancy from month to month.

23. Assignment or Subletting. Lessee shall have the right to assign this Lease or any part thereof, or to let or sublet the whole or any part of said Premises, but only with the prior written consent of Lessor, which shall not be unreasonably withheld.

24. Binding Effect. The covenants and agreements of this Lease shall be binding upon and inure to the benefit of the Lessor and the Lessee and their heirs, executors, administrators, successors and assigns.

25. Time. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Assunta Desimone
Assunta Desimone

Douglas R. Scheumann
Douglas R. Scheumann

By Mondo Desimone
Mondo Desimone

Richard E. Scheumann
Richard E. Scheumann

Assunta Desimone
Assunta Desimone

Keith C. Howell
Keith C. Howell

By Rose D. Maselli
Rose D. Maselli

G. A. Welch
G. A. Welch

Assunta Desimone
Assunta Desimone

(Doing business as Fremont Associates, a partnership)

By Mary Desimone
Mary Desimone

LESSEE

Her Attorneys-in-Fact

RAINIER NATIONAL BANK

By W. E. Ryd
Vice President

By James V. King
Sole Real Estate Officer
As Co-trustee under the Last Will and Testament of Giuseppe Desimone, deceased.

Mondo Desimone
Mondo Desimone
As Co-trustee under the Last Will and Testament of Giuseppe Desimone, deceased.

Rose D. Maselli
Rose D. Maselli
As Co-trustee under the Last Will and Testament of Giuseppe Desimone, deceased.

LESSOR

This is to acknowledge that the Lease between the Lessor and Constructors-Pamco dated January 1, 1985, for the Premises described herein, is hereby cancelled, and shall be of no further force or effect whatsoever, as of the date hereof.

CONSTRUCTORS-PAMCO

By Douglas P. Schenck

By Robert E. Reynolds

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 18th day of May, 1984, before me, the undersigned Notary Public in and for the State of Washington, personally appeared MONDO DESIMONE, ROSE D. MASELLI, and MARY DESIMONE, to me known to be the attorneys-in-fact for Assunta Desimone, the individuals described in and who executed the foregoing instrument, as such attorneys-in-fact, and acknowledged that they signed the same as their free and voluntary act and deed as such attorneys-in-fact for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument as such attorneys-in-fact for Assunta Desimone.

WITNESS my hand and official seal hereto affixed the day and year first above written.

George L. Maselli
Notary Public in and for the
State of Washington, residing
at Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This is to certify that on this 22nd day of May, 1984, personally appeared before me Robert E. Reynolds, and James W. King, to me known to be the Vice President and At-Large Director, respectively, of RAINIER NATIONAL BANK, formerly The National Bank of Commerce of Seattle, the national banking association that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said association, as the corporate co-trustee under the Last Will and Testament of Giuseppe Desimone, deceased, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the association seal of said association.

Given under my hand and official seal the day and year last
above written.

Edmunds
Notary Public in and for the
State of Washington, residing
at Edmunds

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

⁵ This is to certify that on this 18th day of May,
1984, personally appeared before me MONDO DESIMONE, to me known
to be one of the co-trustees under the Last Will and Testament
of Giuseppe Desimone, deceased, described in and who executed
the within instrument, and acknowledged to me that he signed the
same as his free and voluntary act and deed, as such co-trustee,
for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last
above written.

George L. Maselli
Notary Public in and for the
State of Washington, residing
at Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

⁵ This is to certify that on this 18th day of May,
1984, personally appeared before me ROSE D. MASELLI, to me known
to be one of the co-trustees under the Last Will and Testament
of Giuseppe Desimone, deceased, described in and who executed
the within instrument, and acknowledged to me that she signed
the same as her free and voluntary act and deed, as such
co-trustee, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last
above written.

George L. Maselli
Notary Public in and for the
State of Washington, residing
at Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 17th day of May, 1985, before me, the
undersigned Notary Public in and for the State of Washington,

personally appeared Douglas R. Scheumann, Richard E. Scheumann, Keith C. Howell, and G. A. Welch, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Peggy L. Kerwar
Notary Public in and for the
State of Washington, residing
at Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This is to certify that on this 17th day of May 1985, personally appeared before me Douglas R. Scheumann and Richard E. Scheumann to me known to be the Secretary and Vice President of Constructors-Pamco, the joint venture described in and which executed the within instrument, on its behalf and on behalf of Constructors Pacific Company, V. R. Scheumann Corporation and C. H. Johnson Corporation, Washington corporations, and acknowledged to me that they signed the same as their free and voluntary act and deed, on behalf of said joint venture and the three corporations comprised therein, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Peggy L. Kerwar
Notary Public in and for the
State of Washington, residing
at Seattle

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